

UNITED STATES DISCTRRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x

Chan Min Jeon,

ANSWER

Plaintiff.

-against-

15-CV-5114 (CBA) (RLM)

The Pavilion at Queens for Rehabilitation
and Nursing,

Defendant.

-----x

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEENS)

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★ APR 21 2017 ★

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I, Chan Min Jeon, the plaintiff in the above captioned matter, hereby move to
answer the Not For Publication MEMORANDUM & ORDER.

I have been, and am, an employee of the defendant, the Pavilion at Queens for
Rehabilitation and Nursing.

In October 2011 I was fired unjustly, and with no fault of mine, as a Food Service
Worker (or Dietary Aide) at then Flushing Manor Geriatric Center (presently the Pavilion
at Queens Rehabilitation & Nursing). I filed complaint with the Commission on Human
Rights of New York City. The case was settled by Conciliation Agreement on May 15,
2013 and I was reinstated with the same seniority. The Conciliation Agreement clearly
and specifically states that I work a full time schedule, which equals five days a week, for
seven and a quarter (7.25) hours per each day. It also forbids the defendant to engage in
retaliatory actions against the plaintiff.

I would like to point out that Section 8-107(8) of the Administrative Code of the City of New York provides that it shall be an unlawful discriminatory practice for any party to a conciliation agreement made pursuant to Section 8-115 of this chapter to violate the terms of such agreement.

The discriminatory acts against me occurred in March 2015 and is still going on. The defendant's discriminatory conduct is unequal terms and conditions of my employment in which the defendant reduced my work hours, without warning, and without fault of mine, and informed me that I was no longer a full-time worker. With the reduced work hours, working 3 or 4 days a week and 3-4 hours a day, it is hard for me to make a living, and varying work hours prevent me from seeking other work.

The defendant claims in its Motion to Dismiss, "Nowhere in the Conciliation Agreement does it state that the "assignment" would be indefinite." The defendant seems to claim that the absence of the term "indefinite" in Conciliation Agreement does not guarantee my full-time assignment or position but the defendant's acts are against the spirit of the Conciliation Agreement.

I understand that the terms and conditions of my employment, including all benefits, shall be governed by the terms of Collective Bargaining Agreement ("CBA") between 1199 Service Employees International Union and the defendant. However, I had not been advised of any changes in the terms and conditions of my employment let alone any advance notice to that effect from the defendant.

I have worked hard for the defendant and performed my duties with utmost care and diligence and I know the defendant knows it. The defendant's discriminatory acts against me – demoting my position from that of full-time to part-time – are arbitrary and unwarranted.

The defendant's discriminatory acts against me are malicious and in violation of the Conciliation Agreement which clearly states a full-time position and job security free of unfair treatment or retaliatory acts.

The defendant claims that I failed to allege that I was a member of a protected class and my demotion was motivated by discriminatory animus towards that class. I don't accuse the defendant of discrimination on the basis of race and color, as well as national origin, sex, and religion as defined in the Title VII of the Civil Rights Act of 1964. I point out that the defendant is in violation of the Conciliation Agreement and demand my position with the defendant be restored to a full-time position.

In view of the above, this case should be continued for a hearing and the court should afford me an opportunity to present my case.

Dated: April 19, 2017

Respectfully submitted,



CHAN MIN JEON, Plaintiff

chan Min Jeon
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